



STATE OF MARYLAND

MARYLAND DEPARTMENT OF TRANSPORTATION (MDOT)

MARYLAND TRANSIT ADMINISTRATION (MTA)

INVITATION FOR BIDS (IFB)

**COMPROMISE JOINTS FOR WORTON TRACK SAFETY
PROJECT**

IFB NUMBER PR 22-2007

BPM029490

ISSUE DATE: APRIL 26, 2022

NOTICE

A Prospective Bidder that has received this document from a source other than eMarylandMarketplace (eMMA) <https://procurement.maryland.gov> should register on eMMA. See **Section 4.2**.

**MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO
RESPOND TO THIS SOLICITATION.**

NO BID NOTICE/VENDOR FEEDBACK FORM

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Summary Sheet below for contact information).

Title: Compromise Joints for Worton Track Safety Project

Solicitation No: PR 22-2007

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time
- ☐ The subject of the solicitation is not something we ordinarily provide
- ☐ We are inexperienced in the work/commodities required
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
- ☐ The scope of work is beyond our present capacity
- ☐ Doing business with the State is simply too complicated. (Explain in REMARKS section)
- ☐ We cannot be competitive. (Explain in REMARKS section)
- ☐ Time allotted for completion of the Bid is insufficient
- ☐ Start-up time is insufficient
- ☐ Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
- ☐ Bid requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
- ☐ MBE or VSBE requirements (Explain in REMARKS section)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
- ☐ Payment schedule too slow
- ☐ Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address: _____

E-mail Address: _____

If you have chosen not to submit a bid on this procurement, please e-mail this completed form to:
(410) 454-7917 (Attention: Stephanie Harrison)

Thank you

MARYLAND DEPARTMENT OF TRANSPORTATION
MARYLAND TRANSIT ADMINISTRATION (MTA)
KEY INFORMATION SUMMARY SHEET

Invitation for Bids:	ONE-TIME PURCHASE - COMPROMISE JOINTS FOR WORTON TRACK SAFETY PROJECT
Solicitation Number:	PR 22-2007
IFB Issue Date:	April 26, 2022
IFB Issuing Office:	Maryland Transit Administration (MTA or the "Department")
Procurement Officer: e-mail: Office Phone:	Stephanie Harrison SHarrison2@mdot.maryland.gov 410-454-7917
Bids are to be sent to:	Purchasing Division PR 22-2007 Attention: Stephanie Harrison 1331 S. Monroe Street, 2nd Floor Baltimore, MD 21230
Pre-Bid Conference:	A Pre-Bid Conference is not required for this IFB.
Questions Due Date and Time:	Questions Due Date and Time is not required for this IFB.
Bid Due (Closing) Date and Time:	May 30, 2022 @ 2:00pm Local Time Bidders are reminded that a completed Feedback Form is requested if a no-bid decision is made (see page iv).
Public Bid Opening Date, Time and Conference Call-in Information:	May 31, 2022 @ 10:00am Local Time Conference Call-in Information will be provided as an addendum at a later date.
MBE Subcontracting Goal:	0%
VSBE Subcontracting Goal:	0%
Contract Type:	Firm Fixed Price
Contract Duration:	ONE-TIME PURCHASE
Primary Place of Performance:	Massey Maintenance Facility 32930 Maryland Line Road Massey, MD 21650
SBR Designation:	No
Federal Funding:	No

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1 Minimum Qualifications

1.1 Bidder Minimum Qualifications

There are no Bidder Minimum Qualifications for this procurement.

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2 Contractor Requirements: Scope of Work

2.1 Summary Statement

- 2.1.1 The Maryland Transit Administration (MTA or the "Department") is issuing this Invitation for Bids (IFB) in order to procure the services defined in this Section 2, as specified in this IFB, from a contract between the successful bidder(s) and the Maryland Transit Administration: Compromise Joints for Worton Track Safety Project.
- 2.1.2 It is the State's intention to obtain goods and services, as specified in this IFB, from a Contract between the selected Bidder and the State.
- 2.1.3 The Department intends to obtain goods and or services from a Contract between the selected Bidder(s) and the State for the work under this IFB. See IFB **Section 4.9 Award Basis** for more Contract award information.
- 2.1.4 A Bidder, either directly or through its subcontractor(s), must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

2.2 Background and Purpose

The successful bidder shall provide Compromise Joints for Worton Track Safety Project.

2.3 Responsibilities and Tasks

2.3.1 DESCRIPTION

- a) This section specifies the general scope of work for this Project.
- b) Related Sections:
 - 1) Section 01 33 00 – Submittals.
 - 2) Section 01 43 00 – Quality Assurance and Quality Control.

2.3.2 GENERAL

- a) Perform the work conforming to all applicable State and Local regulations.
- b) Whenever reference is made to Administration, it means the Maryland Transit Administration (MTA).
- c) Whenever reference is made to Engineer, it means the MTA representative for the contract.
- d) Make submittals in accordance with SECTION 01 33 00 - Submittals.

2.3.3 CONTRACT DOCUMENTS

- a) Perform the work in accordance with the following documents:
 - 1) The General Provisions for Construction Contracts dated October 2001, issued by the Maryland Department of Transportation; and the Supplemental General Provisions issued by the MTA; both contained in the Contract Specifications Book.

- 2) The Special Provisions, Divisions 01 through 49; the Notice to Contractors; the List of Contract Drawings; and the various forms and exhibits; all contained in the Contract Specifications Book.
- 3) The Liability Insurance Requirements; and the MTA Contractor Safety and Health Plan Guidelines; all issued by the MTA of the State of Maryland Department of Transportation and contained in the Contract Specifications Book.
- 4) The Contract Drawings, Standard Plates and Reference Drawings, contained in the Contract Specifications Book or bound separately in the Contract Drawings Books.

2.3.4 CONTRACT DESCRIPTION:

- a) This Contract is for the procurement of compromise joints for the Massey-Chestertown Line operated by Maryland Delaware Railroad (MDDE RR), including shop layout and inspection at manufacturing site (preassembly).
- b) The work involves: furnishing all labor, materials and equipment for the manufacture, fabrication, inspection, shipping, unloading, stacking and proper storing of furnished materials at a storage location in Massey, Maryland as directed by the Engineer.
 - 1) Sizes of compromise joint pairs are listed in the Unit Price Schedule.
- c) The work also includes travel expenses and participation of material supplier's representative(s) for the final inspection of delivered contract materials at the MDDE RR material storage area in Massey, Maryland.

2.3.5 DELIVERY SCHEDULE:

- a) Deliver all compromise joints listed in the Bid Form to Massey, Maryland within Two Hundred Seventy (270) calendar days of Notice to Proceed.
- b) Deliveries may not be made on Saturday and Sunday.

2.3.6 DELIVERY, STORAGE AND HANDLING:

- a) Notify the Engineer at least fourteen (14) days before scheduled delivery(s) and provide a copy of all insurance certifications as provided by Appendix G "Insurance Requirements" for shipping of Contract materials to Massey, Maryland.
- b) The Engineer will designate the storage location.
- c) All compromise joints shall be delivered to the storage site by truck. Deliveries will not be accepted by rail.
- d) Package, deliver, store, and handle compromise joints as specified in Section 05665.
- e) Contract materials shall be handled and shipped with special care to avoid damage. Damaged Contract materials noted during final inspection shall be replaced at no cost to the Administration within sixty (60) days of initial delivery but no later than Three Hundred and Thirty (330) calendar days after Purchase Order.

2.3.7 MTA REPRESENTATIVE:

- a) In exercising the specific authority granted to him under other provisions of the Contract and in any case not covered by such specific authority, the Engineer shall have authority to decide all questions as to interpretation and fulfillment of Contract requirements,

quality, quantity and acceptability of Work. The Engineer may implement and enforce those decisions by orders, instructions, notices, and other appropriate means.

- b) The Contractor will be advised in writing of the delegations of authority by the Administration to its representatives, and the Contractor will be notified subsequently in writing of any changes in such delegations.
- c) Any oral decisions, orders, instructions, or notice of the Engineer will be confirmed in writing.
- d) The Engineer will have access to the work wherever it is being manufactured or in progress, at all times. Provide all facilities for safe access to enable the Engineer to perform his functions and responsibilities under the Contract documents as well as access for authorized representatives of the Administration and the United States Government for the purpose of inspecting the work.

2.3.8 CONTRACTOR REPRESENTATIVES:

- a) Designate in Writing within five (5) days after receiving the Purchase Order (PO), the name, official mailing address and telephone number of the Contractor's representative having complete authority to represent and to act for the Contractor.

2.3.9 FINAL INSPECTION AND ACCEPTANCE:

- a) Articles 31 and 33 of the General Provisions are augmented by the following:
 - 1) Upon due notice from the Contractor of completion of delivery of pay item materials to the Administration, the Engineer will make an inspection and if at such inspection all work provided for and contemplated by the Contract is found completed in accordance with the Contract requirements, such inspection shall constitute the final inspection. After the final inspection, the Engineer will notify the Contractor of acceptance in writing.

2.3.10 PASSING OF TITLE AND RISK OF LOSS:

- a) Title to and risk of loss or damage with respect to all goods, supplies, materials, equipment, components and systems to be delivered or furnished to the Administration under the provisions of this Contract shall remain with the Contractor until written acceptance by the Engineer at the Administration storage sites which are specified in by the Engineer when the Contractor notifies the Engineer of upcoming deliveries in accordance with 1.07 "Delivery, Storage and Handling". Title and risk of loss or damage shall pass to the Administration upon acceptance by the Engineer in writing. Any items not accepted are the responsibility of the Contractor unless the Administration assumes responsibility by mutual agreement between the Administration and the Contractor.

2.3.11 WARRANTY OF WORK:

- a) Reference Article 29b of the General Provisions, delete the second sentence and substitute the following:
- b) Any item or material delivered under this Contract found to be defective within two years from the date of acceptance shall be repaired, remedied or replaced, hereinafter called "corrective work", by the Contractor, free of all charges including transportation, removal of defective material, and track adjustment/installation with new material.

2.3.12 HAULING PERMITS:

- a) Secure all necessary permits for hauling on Local, City, State and County roads. Refer to the laws for Town, City, State and County pertaining to speed, size and weight of motor vehicles. Bidders are encouraged to contact jurisdictional agencies prior to submitting bids in order to determine permit requirements and any restrictions and limitations for hauling oversize or overweight materials on public thoroughfares.

2.3.13 PRODUCTS

NOT USED

2.3.14 EXECUTION

NOT USED

2.3.15 MEASUREMENT AND PAYMENT

a) **DELIVERY OF COMPROMISE JOINTS TO MASSEY, MARYLAND:**

- 1) Delivery of Compromise Joints to Massey, Maryland will not be measured for payment.
- 2) Delivery of Compromise Joints to Massey, Maryland will be paid for at the Contract lump sum price bid, complete in place, accepted, which price will be full compensation for all material, equipment, tools, labor and all work incidental to complete the item as specified.

b) **SUMMARY OF WORK:**

- 1) Summary of Work will not be measured for payment.
- 2) Except for the work described in Article 4.01, above, Summary of Work will not be paid for directly, but will be considered incidental to the appropriate work item.

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3 Contractor Requirements: General

3.1 Contract Initiation Requirements

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.2 End of Contract Transition

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.3 Invoicing

3.3.1 General

- a) The Contractor shall e-mail the original of each invoice and signed authorization to invoice to MTA Accounts Payable at e-mail address: MTAAccountsPayable@MTA.Maryland.gov.

All invoices for services shall be verified by the Contractor as accurate at the time of submission.

An invoice not satisfying the requirements of a Proper Invoice (as defined in COMAR 21.06.09) cannot be processed for payment. To be considered a Proper Invoice, invoices must include the following information, without error:

- 1) Contractor name and address;
- 2) Remittance address;
- 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
- 4) Invoice period (i.e. time period during which services covered by invoice were performed);
- 5) Invoice date;
- 6) Invoice number;
- 7) State assigned Contract number;
- 8) State assigned (Blanket) Purchase Order number(s);
- 9) Goods or services provided;
- 10) Amount due; and
- 11) Any additional documentation required by regulation or the Contract.

Invoices that contain both fixed price and time and material items shall clearly identify each item as either fixed price or time and material billing.

The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or otherwise breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract.

Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.

The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The Contractor, however, is not exempt from such sales and use taxes and may be liable for the same.

Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the Contract. In no event shall any invoice be submitted later than 60 calendar days from the Contract termination date.

3.3.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

- a) For items of work for which there is one-time pricing (see **Attachment B-1 –Bid Form**) those items shall be billed in the month following the acceptance of the work by the Department.

3.3.3 For the purposes of the Contract an amount will not be deemed due and payable if:

- a) The amount invoiced is inconsistent with the Contract;
- b) The proper invoice has not been received by the party or office specified in the Contract;
- c) The invoice or performance is in dispute or the Contractor has failed to otherwise comply with the provisions of the Contract;
- d) The item or services have not been accepted;
- e) The quantity of items delivered is less than the quantity ordered;
- f) The items or services do not meet the quality requirements of the Contract;

3.4 Liquidated Damages

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.5 Disaster Recovery and Data

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.6 Insurance Requirements

Coverage shall be at least as broad as:

- a) **Commercial General Liability:** (CGL Commercial General Liability (“CGL”) insurance and, if necessary commercial umbrella insurance with a limit of not less than \$5,000,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately. CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. CGL insurance shall be amended by attachment of ISO form CG 20 26 (or a substitute form providing coverage acceptable to MTA). There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices. Maryland Department of Transportation, Maryland Transit Administration, and the State of Maryland shall be added as Additional Insureds.

- b) **Automobile Liability:** Contractor shall also obtain, at contractor's expense, and keep in effect during the term of the contract, Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence covering contractor against claims for bodily injury and property damage arising out of the ownership, maintenance or use of any owned, hired, or non-owned motor vehicle. Maryland Transit Administration shall be added as an additional insured on the policy.
- MCS-90 Endorsement is to be added for work involving the transportation or disposal of any hazardous material or waste off of the jobsite. If the MCS-90 Endorsement is required, minimum auto liability limits of \$5,000,000 per occurrence are also required.
- c) **Workers' Compensation:** as required by the State of Maryland, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation shall be granted in favor of the Maryland Transit Administration.
- d) **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Maryland Department of Transportation, Maryland Transit Administration, State of Maryland, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be cancelled, except with notice to the Maryland Transit Administration.**

Waiver of Subrogation

Contractor hereby grants to Maryland Department of Transportation, Maryland Transit Administration, State of Maryland, a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

3.7 Security Requirements

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.8 Problem Escalation Procedure

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.9 SOC 2 Type 2 Audit Report

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.10 Minority Business Enterprise (MBE) Reports

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.11 Veteran Small Business Enterprise (VSBE) Reports

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.12 Work Orders

THIS SECTION IS INAPPLICABLE TO THIS IFB.

3.13 Additional Clauses

3.13.1 The State of Maryland's Commitment to Purchasing Environmentally Preferred Products and Services (EPPs)

[Maryland's State Finance & Procurement Article §14-410](#) defines environmentally preferable purchasing as "the procurement or acquisition of goods and services that have a lesser or reduced effect on human health and the environment when compared with competing goods or services that serve the same purpose." Accordingly, Bidders are strongly encouraged to offer EPPs to fulfill this contract, to the greatest extent practicable.

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4 Procurement Instructions

4.1 Pre-Bid Conference

THIS SECTION IS INAPPLICABLE TO THIS IFB.

4.2 eMaryland Marketplace Advantage (eMMA)

- 4.2.1 eMMA is the electronic commerce system for the State of Maryland. The IFB, Conference summary and attendance sheet, Bidders' questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be made available via eMMA.
- 4.2.2 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to emma.maryland.gov, click on "New Vendor? Register Now" to begin the process, and then follow the prompts.

4.3 Questions

- 4.3.1 All questions, including concerns regarding any applicable MBE or VSBE participation goals, shall identify in the subject line the Solicitation Number and Title (PR 22-2007 - Compromise Joints for Worton Track Safety Project), and shall be submitted in writing via e-mail to the Procurement Officer <<select the appropriate phrase at least five (5) days prior to the Bid due date [[OR, if an IT procurement use:]] no later than the date and time specified the Key Information Summary Sheet.>> The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date.
- 4.3.2 Answers to all questions that are not clearly specific only to the requestor will be distributed via the same mechanism as for IFB amendments and posted on eMMA.
- 4.3.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.4 Procurement Method

A Contract will be awarded in accordance with the Competitive Sealed Bidding method under COMAR 21.05.02.

4.5 Bid Due (Closing) Date and Time

- 4.5.1 Bids, in the number and form set forth in **Section 5 Bid Format**, must be received by the Procurement Officer no later than the Bid due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall be granted at the Procurement Officer's discretion.
- 4.5.3 Bidders submitting Bids should allow sufficient delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in the Key Information Summary Sheet will not be considered.

- 4.5.4 Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of Bids.
- 4.5.5 Bids may not be submitted by e-mail or facsimile. Bids will be opened publicly at the date and time indicated on the Key Information Summary Sheet.
- 4.5.6 Potential Bidders not responding to this solicitation are requested to submit the “No Bid Notice/Vendor Feedback” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements).

4.6 Multiple or Alternate Bids

Multiple or alternate Bids will not be accepted.

4.7 Receipt, Opening and Recording of Bids

- 4.7.1.1 Upon receipt, each Bid and any timely modification(s) to a Bid shall be stored in a secure place until the time and date set for bid opening. Before Bid opening, the State may not disclose the identity of any Bidder.
- 4.7.1.2 Bids shall be opened publicly, at the time, date and place designated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors). The name of each Bidder, the Total Bid Price, and such other information as is deemed appropriate shall be read aloud or otherwise made available and recorded at the time of bid opening.

4.8 Confidentiality of Bids / Public Information Act Notice

- 4.8.1 The Bidder should give specific attention to the clear identification of those portions of its Bid that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. This information should be identified by page number and placed in the Transmittal Letter with the Bid.
- 4.8.2 The Bids shall be tabulated, or a Bid abstract made. The opened Bids shall be available for public inspection at a reasonable time after Bid opening, but in any case, before contract award, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.
- 4.8.3 For requests for information made under the PIA, the Procurement Officer shall examine the Bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

Use this link for information:

<https://www.mdot.maryland.gov/tso/pages/Index.aspx?PageId=69>; and

Use this form to submit a PIA request:

<https://mdot-state-md-us.workflowcloud.com/forms/9e8be49a-710a-4c29-ba9d-e2bd6b38d301>.

4.9 Award Basis

- 4.9.1 A Purchase Order shall be awarded to the responsible Bidder(s) submitting a responsive Bid with the most favorable bid price or most favorable evaluated bid price (as referenced in COMAR 21.05.02.13) for providing the goods and services as specified in this IFB. Bidders must bid all line items. Partial or incomplete bids will be rejected unless otherwise stated in the solicitation. See **IFB Section 6** for Bid evaluation and award information.
- 4.9.2 Award of this contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.

4.10 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

4.11 Duration of Bids

Bids submitted in response to this IFB are irrevocable for the latest of the following: 120 days following the Bid due date and time or the date any protest concerning this IFB is finally resolved. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

4.12 Revisions to the IFB

- 4.12.1 If the IFB is revised before the due date for Bids, the Department shall post any addenda to the IFB on eMMA and shall endeavor to provide such addenda to all prospective Bidders that were sent this IFB or are otherwise known by the Procurement Officer to have obtained this IFB. It remains the responsibility of all prospective Bidders to check eMMA for any addenda issued prior to the submission of Bids.
- 4.12.2 Bidders shall acknowledge the receipt of all addenda to this IFB issued before the Bid due date.
- 4.12.3 Failure to acknowledge receipt of an addendum does not relieve the Bidder from complying with the terms, additions, deletions, or corrections set forth in the addendum, and may cause the Bid to be deemed not responsive.

4.13 Cancellations

- 4.13.1 The State reserves the right to cancel this IFB, accept or reject any and all Bids, in whole or in part, received in response to this IFB and to waive or permit the cure of minor irregularities.
- 4.13.2 In the event a government entity proposes and receives the recommendation for award, the procurement may be cancelled and the award processed in accordance with COMAR 21.01.03.01.A(4).
- 4.13.3 If the services that are the subject of the IFB are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the IFB may be cancelled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

4.14 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or performing any other activities related to submitting a Bid in response to this solicitation.

4.15 Protest/Disputes

Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

4.16 Bidder Responsibilities

- 4.16.1 Bidders must be able to provide all goods and services and meet all of the requirements requested in this solicitation and the successful Bidder shall be responsible for Contract performance including any subcontractor participation.
- 4.16.2 If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) to this IFB (see **Section 4.26** “MBE Participation Goal” and **Section 4.27** “VSBE Goal”).
- 4.16.3 If the Bidder is the subsidiary of another entity, all information submitted by the Bidder, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder’s Bid shall contain an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 4.16.4 A parental guarantee of the performance of the Bidder under this Section will not automatically result in crediting the Bidder with the experience or qualifications of the parent under any evaluation criteria pertaining to the actual Bidder’s experience and qualifications. Instead, the Bidder’s responsibility will be assessed to the extent to which the State determines that the experience and qualifications of the parent are applicable to and shared with the Bidder, any stated intent by the parent to be directly involved in the performance of the Contract, and the value of the parent’s participation as determined by the State.

4.17 Acceptance of Terms and Conditions

By submitting a Bid in response to this IFB, the Bidder, if selected for award, shall be deemed to have accepted the terms and conditions of this IFB and the Contract, attached hereto as **Attachment M**. Any exceptions to this IFB or the Contract must be raised prior to Bid submission. Changes to the solicitation, including the Bid Form or Contract, made by the Bidder may result in Bid rejection.

4.18 Bid/Proposal Affidavit

A Bid submitted by the Bidder must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment C** of this IFB.

4.19 Contract Affidavit

THIS SECTION IS INAPPLICABLE TO THIS IFB.

4.20 Compliance with Laws/Arrearages

By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and shall not become so in arrears during the term of the Contract if selected for Contract award.

4.21 Verification of Registration and Tax Payment

Before a business entity can do business in the State, it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

It is strongly recommended that any potential Bidder complete registration prior to the Bid due date and time. The Bidder's failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

4.22 False Statements

Bidders are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

4.22.1 In connection with a procurement contract a person may not willfully:

- a) Falsify, conceal, or suppress a material fact by any scheme or device.
- b) Make a false or fraudulent statement or representation of a material fact.
- c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

4.22.2 A person may not aid or conspire with another person to commit an act under **Section 4.22.1**.

4.22.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

4.23 Payments by Electronic Funds Transfer

By submitting a Bid in response to this solicitation, the Bidder, if selected for award:

4.23.1 Agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.

4.23.2 Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:
http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GADX10Form20150615.pdf.

4.24 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor shall comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Pay Requirements" (see **Attachment M**). Additional information is available on GOSBA's website at:

<http://www.gomdsmallbiz.maryland.gov/documents/legislation/promptpaymentfaqs.pdf>.

4.25 Electronic Procurements Authorized

4.25.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, proposing, award, execution, and administration of a contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

4.25.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or Contract. In the case of electronic transactions authorized by this IFB, electronic records and signatures by an authorized representative satisfy a requirement for written submission and signatures.

4.25.1 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://procurement.maryland.gov>), and electronic data interchange.

4.25.2 In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., IFB § 4.23 describing payments by Electronic Funds Transfer), the following transactions are authorized to be conducted by electronic means on the terms as authorized in COMAR 21.03.05:

The Procurement Officer may conduct the procurement using eMMA or e-mail to issue:

- 1) The IFB;
- 2) Any amendments;
- 3) Pre-Bid conference documents;
- 4) Questions and responses;
- 5) Communications regarding the solicitation or Bid to any Bidder or potential Bidder;
- 6) Notices of award selection or non-selection; and
- 7) The Procurement Officer's decision on any Bid protest or Contract claim.

The Bidder or potential Bidder may use e-mail to:

- 8) Ask questions regarding the solicitation;

- 9) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or through eMMA, but only on the terms specifically approved and directed by the Procurement Officer and;
- 10) Submit a "No Bid Notice/Vendor Feedback Form" to the IFB.

The Procurement Officer, the Contract Monitor, and the Contractor may conduct day-to-day Contract administration, except as outlined in **Section 4.25.3** of this subsection, utilizing e-mail, or other electronic means if authorized by the Procurement Officer or Contract Monitor.

4.25.3 The following transactions related to this procurement and any Contract awarded pursuant to it are **not authorized** to be conducted by electronic means:

- A. Submission of initial Bids;
- B. Filing of bid protests;
- C. Filing of Contract claims;
- D. Submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications); or
- E. Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

4.25.4 Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Monitor.

4.26 MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.27 VSBE Participation Goal

There is no VSBE participation goal for this procurement.

4.28 Living Wage Requirements

There is no Living Wage requirement for this procurement.

4.29 Federal Funding Acknowledgement

This Contract does not contain federal funds.

4.30 Conflict of Interest Affidavit and Disclosure

A Conflict of Interest Affidavit and Disclosure is not required for this procurement.

4.31 Non-Disclosure Agreement

A Non-Disclosure Agreement (Contractor) is not required for this procurement.

4.32 HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

4.33 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

4.34 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

4.35 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

4.36 Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.37 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

4.38 Bonds

THIS SECTION IS INAPPLICABLE TO THIS IFB.

4.39 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>.

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5 Bid Format

5.1 One Part Submission

Each Bidder shall submit its Bid with all Required Bid Submissions (see IFB Section 5.4) in a single sealed package.

5.2 Labeling

Each Bidder is required to label the sealed Bid with the IFB title and number, name and address of the Bidder, and closing date and time for receipt of the Bids.

5.3 Bid Price Form

The Bid shall contain all price information in the format specified on the Bid Form. The Bidder shall complete the Bid Form only as provided in the Bid Pricing Instructions and the Bid Form. **DO NOT AMEND, ALTER, OR LEAVE BLANK ANY ITEMS ON THE BID FORM OR INCLUDE ADDITIONAL CLARIFYING OR CONTINGENT LANGUAGE ON OR ATTACHED TO THE BID FORM.** Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Department.

5.4 Required Bid Submission

A Bidder shall include the following with its Bid:

5.4.1 Transmittal Letter

A Transmittal Letter shall accompany the Bid. The purpose of this letter is to transmit the Bid and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Bidder to the goods/services and requirements as stated in this IFB. The Transmittal Letter should include the following:

- Name and address of the Bidder;
- Name, title, e-mail address, and telephone number of primary contact for the Bidder;
- Solicitation Title and Solicitation Number that the Bid is in response to;
- Signature, typed name, and title of an individual authorized to commit the Bidder to its Bid;
- Federal Employer Identification Number (FEIN) of the Bidder, or if a single individual, that individual's Social Security Number (SSN);
- Bidder's eMMA number;
- Bidder's MBE certification number (if applicable);
- Acceptance of all State IFB and Contract terms and conditions (see Section 1.24); and
- Acknowledgement of all addenda to this IFB.

Any information which is claimed to be confidential is to be noted by reference and included after the Transmittal Letter. An explanation for each claim of confidentiality shall be included (see Section 4.8 "Confidentiality of Bids").

5.4.2 Acknowledgement of all addenda to this IFB.

5.4.3 **Minimum Qualifications Documentation.** The Bidder shall submit any Minimum Qualifications documentation that may be required, as set forth in IFB **Section 1**. If references are required in **IFB Section 1**, those references shall be submitted in this section and shall contain the information described in both **Section 1**.

5.4.4 **Completed Required Attachments.** Submit one (1) copy of each with original signatures:

- 1) Completed Bid Form (**Attachment B-1**); and
- 2) Completed Bid Affidavit (**Attachment C**).

THE BID FORM AND BID AFFIDAVIT BOTH NEED TO BE SIGNED BY AN OFFICER OF THE COMPANY AND DATED WITH THE SAME DATE.

5.4.5 **Additional Document *If Required.** Submit One (1) copy of each with original signatures, if required. *See appropriate IFB section to determine whether the document is required for this procurement.

- 1) A Signed Statement from the Bidder's Parent Organization Guaranteeing Performance of the Bidder. *see **IFB section 4.16**

5.5 Delivery

5.5.1 Bids will not be accepted on Mondays and Fridays. Delivery and drop-off of bids are only accepted on Tuesday through Thursdays.

5.5.2 Bids shall only be accepted via standard mail, courier mail such as UPS, FedEx or hand-delivery to the address listed on the Key Information Summary Sheet.

5.5.3 Bidders may either mail or hand-deliver Bids.

5.5.4 For U.S. Postal Service deliveries, any bid that has been received at the appropriate mail room, or typical place of mail receipt for the respective procuring unit by the time and date listed in the IFB will be deemed to be timely. If a Bidder chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail or another form for which both the date and time of receipt can be independently verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit and a Bidder using first class mail will not be able to prove a timely delivery at the mailroom.

5.5.5 Hand-delivery includes delivery by commercial carrier acting for the Bidder. For any type of direct (non-mail) delivery, a Bidder is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

5.6 Documents Required upon Notice of Recommendation for Contract Award

THIS SECTION IS INAPPLICABLE TO THIS IFB.

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6 Bid Evaluation and Award

6.1 Bid Evaluation Criteria

The Bids will be evaluated based on the most favorable bid price or most favorable evaluated bid price, as per COMAR 21.05.02.13. All responsible Bidders will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Bid Price as submitted on the **Attachment B-1 - Bid Form**.

6.2 Reciprocal Preference

6.2.1 Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. COMAR 21.05.01.04 permits procuring agencies to apply a reciprocal preference under the following conditions:

- a) The Maryland resident business is a responsible Bidder;
- b) The lowest responsive Bid is from a responsible Bidder whose principal office, or principal base of operations is in another state;
- c) The other state gives a preference to its resident businesses through law, policy, or practice; and
- d) The preference does not conflict with a federal law or grant affecting the procurement Contract.

6.2.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

6.3 Award Determination

The Contract shall be awarded to the responsible Bidder submitting a responsive Bid with the most favorable Total Bid Price (as referenced in COMAR 21.05.02.13) for providing the goods as specified in this IFB. The Total Bid Price will be the lowest price for a **ONE-TIME PURCHASE**, on **Attachment B-1 - Bid Form**.

6.4 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – IFB Attachments and Appendices**.

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7 IFB ATTACHMENTS AND APPENDICES

Instructions Page

A Bid submitted by the Bidder must be accompanied by the completed forms and/or affidavits identified as “with Bid” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this IFB, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the Bid:

1. For paper submissions, submit one (1) copy of each with original signatures. All signatures must be clearly visible.

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit One (1) copy of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Table 1: IFB ATTACHMENTS AND APPENDICES

Applies?	When to Submit	Label	Attachment Name
N	Not Required	A	Pre-Bid Conference Response Form
Y	With Bid	B-1	Bid Instructions and Form
Y	With Bid	C	Bid/Proposal Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf)
N	With Bid	D	MBE Forms D-1A (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf) IMPORTANT: If this IFB contains different Functional Areas or Service Categories. A separate Attachment D-1A is to be submitted for each Functional Area or Service Category where there is a MBE goal.
N	10 Business Days after recommended award	D	MBE Forms D-1B, D-1C,D-2, D-3A, D-3B (see link at https://procurement.maryland.gov/wp-

Applies?	When to Submit	Label	Attachment Name
			content/uploads/sites/12/2018/05/AttachmentDMBE-Forms-1.pdf Important: Attachment D-1C, if a waiver has been requested, is also required within 10 days of recommended award.
N	As directed in forms	D	MBE Forms D-4A, D-4B, D-5 (see link at xxxxxx)
N	With Bid	E	Veteran-Owned Small Business Enterprise (VSBE) Form E-1A (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) IMPORTANT: If this IFB contains different Functional Areas or Service Categories. A separate Attachment E-1A is to be submitted for each Functional Area or Service Category where there is a VSBE goal.
N	5 Business Days after recommended award	E	VSBE Forms E-1B, E-2, E-3 (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentE-VSBEForms.pdf) Important: Attachment E-1B, if a waiver has been requested, is also required within 10 days of recommended award.
N	With Bid	F	Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentF-LivingWageAffidavit.pdf)
N	With Bid	G	Federal Funds Attachments (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentG-FederalFundsAttachment.pdf)
Y	With Bid	H	Conflict of Interest Affidavit and Disclosure (see link at https://procurement.maryland.gov/wp-content/uploads/sites/12/2018/05/AttachmentH-Conflict-of-InterestAffidavit.pdf)
Y	5 Business Days after recommended award – However, suggested with Bid	I	Non-Disclosure Agreement (Contractor) (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-I-Non-DisclosureAgreementContractor.pdf)

Applies?	When to Submit	Label	Attachment Name
N	5 Business Days after recommended award – However, suggested with Bid	J	HIPAA Business Associate Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-J-HIPAABusinessAssociateAgreement.pdf)
N	With Bid	K	Mercury Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-K-MercuryAffidavit.pdf)
N	With Bid	L	Location of the Performance of Services Disclosure (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-L-PerformanceofServicesDisclosure.pdf)
N	5 Business Days after recommended award	M	Sample Contract (included in this IFB)
N	5 Business Days after recommended award	N	Contract Affidavit (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-N-ContractAffidavit.pdf)
N	5 Business Days after recommended award	O	DHS Hiring Agreement (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Attachment-O-DHSHiringAgreement.pdf)
Appendices			
Applies?	When to Submit	Label	Attachment Name
Y	N/A	1	Abbreviations and Definitions (included in this IFB)
Y	With Bid	2	Bidder Information Sheet (see link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf)
Y	N/A	3	MDOT MTA Mandatory Terms and Conditions (See Attachment No. 1)
Y	N/A	4	Officer of the Company – Signature Guidelines for Official Documents
Y	N/A	5	Compromise Joint Bar Drawing

Applies?	When to Submit	Label	Attachment Name
Y	N/A	6	Contract Supplementary Specification Book

Attachment A. Pre-Bid Conference Response Form

This solicitation does not include a Pre-Bid Conference Response Form.

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Attachment B. Bid Instructions & Form

B-1 Bid Instructions

In order to assist each Bidder in the preparation of its Bid and to comply with the requirements of this solicitation, Bid Instructions and a Bid Form have been prepared. Each Bidder shall submit its Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid may be determined to be not responsive. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, e.g., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Bid not responsive.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.02.12, and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for evaluation purposes only. Unless stated otherwise in the IFB, the Department does not guarantee a minimum or maximum number of units or usage in the performance of the Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined not responsive.

B-1 Bid Form

The Bid Form shall contain all price information in the format specified on these pages. Complete the Bid Form only as provided in the Bid Instructions. Do not amend, alter or leave blank any items on the Bid Form. If option years are included, Bidders must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Bid being determined not responsive.

See separate Excel Bid Form labeled: Attachment B-1 - Bid Form, IFB PR 22-2007, Compromise Joints for Worton Track Safety Project.xls.

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Attachment C. Bid/Proposal Affidavit

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/AttachmentC-Bid_Proposal-Affidavit.pdf.

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Attachment D. Minority Business Enterprise (MBE) Forms

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

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**Attachment E. Veteran-Owned Small Business Enterprise (VSBE)
Forms**

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

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**Attachment F. Maryland Living Wage Affidavit of Agreement for
Service Contracts**

This solicitation does not require a Living Wage Affidavit of Agreement.

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Attachment G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

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Attachment H. Conflict of Interest Affidavit and Disclosure

This solicitation does not include a Conflict of Interest Affidavit and Disclosure.

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Attachment I. Non-Disclosure Agreement (Contractor)

This solicitation does not include a Non-Disclosure Agreement (Contractor).

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Attachment J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

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Attachment K. Mercury Affidavit

This solicitation does not include the procurement of products known to likely include mercury as a component.

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Attachment L. Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

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Attachment M. Contract

This solicitation does not require a Contract.

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Attachment N. Contract Affidavit

This solicitation does not require a Contract Affidavit.

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Attachment O. DHS Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

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Appendix 1. – Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

- A. Bid – The Bidder’s Bid.
- B. Bid Price Form or Bid Form - The **Attachment B -1 - Bid Form**.
- C. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding State Holidays (see definition of “Normal State Business Hours” below).
- D. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.state.md.us/COMAR/ComarHome.html>.
- E. Contract – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment M**.
- F. Contract Monitor – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor’s responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- G. Contractor – The selected Bidder that is awarded a Contract by the State.
- H. Contractor Personnel – Employees and agents and subcontractor employees and agents performing work at the direction of the Contractor under the terms of the Contract awarded from this IFB.
- I. Data Breach – The unauthorized acquisition, use, modification or disclosure of State data, or other Sensitive Data.
- J. Maryland Transit Administration or (MTA or the “Department”).
- K. eMMA – eMaryland Marketplace Advantage (see IFB **Section 4.2**).
- L. Invitation for Bids (IFB) – This Invitation for Bids issued by the Maryland Transit Administration (Department), with the Solicitation Number and date of issuance indicated in the Key Information Summary Sheet, including any amendments thereto.
- M. Key Personnel – All Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Contract. See IFB **Sections 3.10**.
- N. Local Time – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- O. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.

- P. Normal State Business Hours - Normal State business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- Q. Notice to Proceed (NTP) – A written notice from the Procurement Officer that work under the Contract, project, Task Order or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Contract, project, Task Order or Work Order. Additional NTPs may be issued by either the Procurement Officer or the Contract Monitor regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- R. NTP Date – The date specified in a NTP for work on Contract, project, Task Order or Work Order to begin.
- S. Bidder – An entity that submits a Bid in response to this IFB.
- T. Personally Identifiable Information (PII) – Any information about an individual maintained by the State, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- U. Procurement Officer – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (**Attachment M**) and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- V. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- W. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- X. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data.
- Y. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the State, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(e) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; or (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- Z. State – The State of Maryland.

- AA. Total Bid Price - The Bidder's bid price or evaluated bid price for goods and services in response to this solicitation, included in **Attachment B-1 – Bid Form**.
- BB. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

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Appendix 2. – Bidder Information Sheet

See link at http://procurement.maryland.gov/wp-content/uploads/sites/12/2018/04/Appendix2-Bidder_OfferorInformationSheet.pdf.

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Appendix 3. – MDOT MTA Mandatory Terms and Conditions

See Appendix 3. – MDOT MTA Mandatory Terms and Conditions

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Appendix 4. – Officer of the Company – Signature Guidelines for Official Documents

**Maryland Transit Administration
OFFICIAL DOCUMENT
SIGNATURE GUIDELINES**

TYPE OF LEGAL ENTITY	WHO MUST SIGN	TYPE OF PROOF REQUIRED
Corporation or Professional Service Corporation ("Co.", "Corp.", "Inc.", "Ltd.", "Chartered", "Chtd.", "P.A.", "Professional Association", "P.C.", "Professional Corporation")	NO PROOF NEEDED IF SIGNED BY: The Chair of the board of directors, the chief executive officer, chief operating officer, or president AND is Witnessed or Attested by the secretary.	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE: Corporate By-Laws, Articles of Incorporation, or a Corporate Resolution evidencing the authority of the person signing for the entity.
Partnerships	NO PROOF NEEDED IF SIGNED BY: Any Partner signing in his/her capacity as an agent of the Partnership.	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE: Statement of Partnership Authority
Limited Partnerships ("L.P.")	NO PROOF NEEDED IF SIGNED BY: Any General Partner signing in his/her capacity as an agent of the Limited Partnership.	IF SIGNED BY SOMEONE ELSE, ENTITY MUST PROVIDE: Certificate of Limited Partnership
Limited Liability Company ("O.K." or "L.C.")	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: Operating Agreement of the LLC
Religious Corporations and Churches	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: Articles of Incorporation, By-Laws or Corporate Resolution
Limited Liability Partnership and Limited Liability Limited Partnerships ("L.L.P." or "L.L.L.P.")	PROOF ALWAYS NEEDED	ENTITY MUST PROVIDE: Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority

Appendix 5. – Compromise Joint Bars Drawings

See separate PDF File labeled: Appendix 5. Compromised Joint Bars Drawings

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Appendix 6. – Contract Supplementary Specification Book

See separate PDF File labeled: Appendix 6. – Contract Supplementary Specifications Book

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